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Attorney General of California  
2 KELVIN GONG  
Supervising Deputy Attorney General  
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7 Attorneys for the Plaintiff

8  
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF SAN BERNARDINO  
11 RANCHO CUCAMONGA DISTRICT  
12

13 THE PEOPLE OF THE STATE OF  
14 CALIFORNIA ex rel. EDMUND G.  
15 BROWN JR., Attorney General of the State  
of California,

16 Plaintiff,

17 v.

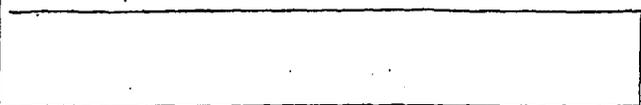
18 CALIFORNIA ORGANIZATION OF  
19 POLICE AND SHERIFFS, a mutual benefit  
nonprofit corporation; CIVIC  
20 DEVELOPMENT GROUP, LLC, a limited  
liability corporation; RAMBRET, INC., a  
21 corporation; GREG F. SAWTELLE,  
individually and as owner of RAMBRET  
22 INC.; MONTY D. HOLDEN; ED GRAY;  
GREGG PASSAMA; SCOTT PASCH,  
23 individually and as corporate office of  
CIVIC DEVELOPMENT GROUP, LLC;  
24 DAVID KEEZER, individually and as  
corporate officer of CIVIC  
25 DEVELOPMENT GROUP, LLC; DOES 1-  
100, inclusive.

26 Defendants.  
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CIVRS 905865

SETTLEMENT AGREEMENT  
BETWEEN DEFENDANT GREG  
SAWTELLE AND PLAINTIFF;

Trial Date  
Action Filed: May 29, 2009



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1. Parties. This Settlement Agreement and Order are entered into by, between, and among the settling parties, Plaintiff, the People of the State of California ("the People"), by Edmund G. Brown Jr., Attorney General of the State of California ("Attorney General") and Defendant Greg Sawtelle (hereinafter, collectively, also referred to as "Settling defendant").

2. Recitals.

2.1 Greg Sawtelle (hereinafter "SAWTELLE"), was the president and sole owner of Rambret, Inc. from January of 2000 to May of 2008.

2.2 On May 29, 2009, the Attorney General, on behalf of the People, sued SAWTELLE in the underlying action for conspiracy to defraud donors, deceptive and misleading charitable solicitations, failure to file annual reports in violation of Government Code section 12599, for breach of fiduciary duty and charitable trust, negligence, negligence per se, and for unfair competition.

2.3 SAWTELLE denies any wrongdoing.

2.4 The Settling Parties, each of whom, desiring to avoid the expense, uncertainty, and inconvenience of further litigation in this case, state all claims alleged against the Defendants arising out of the Action have been settled.

2.5 This Settlement Agreement constitutes a stipulation for settlement and shall be enforceable under Code of Civil Procedure section 664.6.

3. Settlement Terms-Monetary.

3.1 Within 5 business days of the signature of the last of the Settling Parties to sign this Settlement Agreement, the Settling Parties shall do the following:

3.2 SAWTELLE agrees to settle with Plaintiff for \$25,000 (twenty-five thousand dollars). The settlement payment shall be retained by the Attorney General for attorneys' fees and costs incurred by the Charitable Trusts Section, pursuant to Government Code sections 12598 and 12586.2, and shall be used exclusively by the Charitable Trusts Section for the administration of the Attorney General's charitable trust enforcement responsibilities.

1           3.3 All payments pursuant to this paragraph of the Settlement Agreement shall be made  
2 payable to the California Department of Justice and shall be delivered to the Attorney General's  
3 Office at 300 S. Spring Street, Los Angeles, California 90013, to the attention of Deputy Attorney  
4 General Tania M. Ibanez.

5           3.4 Plaintiff will file a Request for Dismissal within five business days of receipt of  
6 confirmation from the bank that the settlement funds have been successfully deposited.

7           4.   Settlement Terms-Non-monetary

8           4.1 The Settling Defendant agrees to cease all current and future solicitation for  
9 charitable purposes directed to donors in the State of California.

10          4.2 The Settling Defendant is permanently restrained and enjoined from engaging or  
11 participating in charitable solicitation campaign, directly or through any intermediary, including,  
12 but not limited to, consulting, brokering, investing, outsourcing, planning or managing such a  
13 campaign. The Settling Defendant is permanently enjoined from, and shall not engage in, any of  
14 the following activities:

15           a.   acting as a commercial fundraiser for charitable purposes, fundraising  
16                counsel for charitable purposes, or trustee or commercial coventurer in  
17                California as those terms are defined in California Government Code  
18                sections 12599, 12599.1, 12582 and 12599.2;

19           b.   acting as an officer, director, employee, or agent of any charitable  
20                organization in California or any organization that solicits funds for  
21                charitable purposes in California;

22           c.   holding or controlling assets received for a charitable purpose from  
23                donors who reside in California;

24           d.   participating, directly or indirectly, in any solicitation which the  
25                defendant knows or has reason to know will be used in connection with any  
26                charity or charitable solicitation in California or which targets residents of  
27                California.  
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1           4.3 The Settling Defendant is permanently banned from selling, leasing or giving away  
2 their donor list of California individuals who previously donated to California Organization of  
3 Police and Sheriffs ("COPS").

4           4.4 The Settling Defendant is permanently banned from using or benefitting from  
5 customer information, including the name, address, telephone number, email address, social  
6 security number, other identifying information, or any data that enables access to a customer's  
7 account (including a credit card, bank account, or other financial account), of any person which  
8 was obtained by the Settling Defendant prior to the entry of this Settlement Agreement in  
9 connection with any charitable solicitation made on behalf of COPS.

10           5.    General Provisions

11           5.1 Upon the successful completion of all terms of this Agreement, the Settling Parties  
12 hereby release and discharge each other party, his/her/its employees, officers, agents, successors  
13 and assigns from all civil liability, civil claims, and civil damages known to them that relate to, or  
14 arise from, the allegations set forth in the Complaint. The release and discharge set forth in this  
15 paragraph is binding only on the parties to this Settlement Agreement. Further, this release and  
16 discharge shall not be construed to limit or prevent any party's ability to enforce the terms of this  
17 Agreement.

18           5.2 This Settlement Agreement shall not constitute an admission or finding of any  
19 wrongdoing, fault, violation of law, or liability of any of the Defendant.

20           5.3 This Settlement Agreement contains the entire agreement and understanding among  
21 the Settling Parties concerning the subject matter of the Action and supersedes all other  
22 agreements of any kind concerning the subject matter of the Action. Each of the undersigned  
23 warrants that no promise or inducement has been offered to them except as set forth herein and  
24 that the Settlement Agreement is executed without reliance upon any statement or representation  
25 by any persons or parties, or their representatives, concerning the nature and extent of injuries  
26 and/or damages and/or legal liability herein.

27           5.4 Each of the Settling Parties acknowledges that he, she, or it has read the entire  
28 Settlement Agreement and understands it and, in addition, has had an opportunity to discuss the

1 content with an attorney and make whatever investigation or inquiry that party may deem  
2 necessary or desirable in connection with the subject matter of the Agreement.

3 5.5 Each of the parties warrants that he, she, or it is legally competent to execute the  
4 Settlement Agreement. Any person executing this Settlement Agreement on behalf of any  
5 Settling Party does hereby personally represent and warrant to the other parties that he/she/it has  
6 the authority to execute this Settlement Agreement on behalf of, and to fully bind, that party.

7 5.6 This Settlement Agreement shall be binding upon the heirs, devisees, executors,  
8 affiliates, administrators, successors, assigns, officers, directors, trustees, executors, agents and  
9 employees of each and every one of the Settling Parties.

10 5.7 This Settlement Agreement is a product of bargained-for, arms-length negotiations  
11 among the Settling Parties and their counsel. No party shall be considered the author of this  
12 Agreement.

13 5.8 This Settlement Agreement and all rights and obligations arising out of it shall be  
14 governed and construed in accordance with the laws of the State of California.

15 5.9 This Settlement Agreement may be executed in separate counterparts, each of which  
16 shall be deemed an original; and said counterparts shall together constitute one Settlement  
17 Agreement, binding all parties hereto notwithstanding that all of the parties are not signatory to  
18 the original or same counterpart. All original signatures shall be delivered to Tania M. Ibanez,  
19 Office of the Attorney General, 300 S. Spring Street, Suite 1702, Los Angeles, CA 90013.

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IT IS SO AGREED.

DATE:

12-1-2010

EDMUND G. BROWN JR, Attorney General

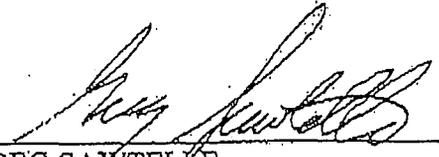
By

  
TANIA M. IBANEZ, Deputy Attorney General  
Attorneys for the People of the State of California

DATE:

10-6-10

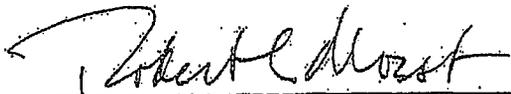
By

  
GREG SAWTELLE

DATE: 10-6-10

LAW OFFICES OF ROBERT MOEST

By

  
Robert Moest, Counsel to Greg Sawtelle